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8 *Attorney for Defendants, Bayview Loan Servicing, LLC, and Seaside Trustee, Inc.*

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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

LORI EPPERSON,
Plaintiff,
vs.
BAYVIEW LOAN SERVICING, LLC,
SEASIDE TRUSTEE, INC., and DOES I
through X, inclusive,
Defendants.

Case No.: 3:18-cv-00392-HDM-WGC

ORDER GRANTING STIPULATION
DISMISSING ALL CLAIMS WITH
PREJUDICE

COME NOW Plaintiff, Lori Epperson (“Plaintiff”), by and through attorney, Michael Lehners, Esq., and Defendants Bayview Loan Servicing, LLC and Seaside Trustee, Inc. (“Defendants”) (Plaintiff and Defendants collectively referred to as the “Parties”), by and through their attorney, Zieve, Brodnax & Steele, LLP, pursuant to Fed. R. Civ. P. Rule 41(a)(1)(A)(iii), hereby stipulate as follows.

1. Whereas, Plaintiff has been making injunction bond payments of \$1,925.00 per
2 month since August 2017, held in her attorney’s trust account (“Bond Money”).
2. Whereas, the Parties have agreed to an Effective Date of April 4, 2019.
3. Plaintiff shall have 60 days from the Effective Date, by June 4, 2019, to vacate the
4 premises, unless otherwise agreed by the Parties.
5. Defendants agree to not evict Plaintiff from the property prior to June 5, 2019.
6. Should Plaintiff fail to vacate the Property within 60 days from the Effective
7 Date, by June 4, 2019, or secure written agreement to the contrary from

1 Defendants' counsel, Plaintiff's counsel shall release all Bond Money in his trust
2 account to Defendant's counsel.

3 6. If Plaintiff vacates the Property prior to June 4, 2019, then Plaintiff shall retain the
4 Bond Money.

5 7. All claims asserted or which could have been asserted in the above-captioned case
6 against Bayview Loan Servicing, LLC and Seaside Trustee, Inc., by Plaintiff,
7 shall be dismissed with prejudice; and

8 8. Any injunction currently in place is dissolved by this Order;

9 9. Each party shall bear its own fees and costs in connection with the above-
10 captioned case.

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12 DATED this 16th day of April, 2019

13 /s/Michael Lehners, Esq.
14 MICHAEL LEHNERS, ESQ.
15 NV Bar No.: 3331
16 429 Marsh Avenue
17 Reno NV 89509
e: michaellehners@yahoo.com
Attorney for Plaintiff

13 DATED this 16th day of April, 2019

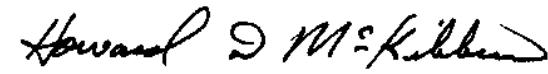
14 /s/ Shadd A. Wade
15 SHADD A. WADE, ESQ.
16 NV Bar No.: 11310
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Attorney for Defendants.

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19 **ORDER**

20 Pursuant to the foregoing agreement and stipulation by the Parties, this action is hereby
21 dismissed with prejudice, with each party to bear its own fees and costs.

22 **IT IS SO ORDERED.**

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24 DATE: April 17, 2019

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27 UNITED STATES DISTRICT JUDGE
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